

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. Contract ID Code Firm-Fixed-Price		Page 1 Of 3	
2. Amendment/Modification No. 0006		3. Effective Date 2004SEP28		4. Requisition/Purchase Req No. SEE SCHEDULE		5. Project No. (If applicable)	
6. Issued By TACOM-ROCK ISLAND AMSTA-LC-CTR-R KATRIENA VERSTRAETE (309)782-6618 ROCK ISLAND IL 61299-7630 EMAIL: VERSTRAETEK@RIA.ARMY.MIL		Code W52H09		7. Administered By (If other than Item 6) Code			
				SCD		PAS	
				ADP PT			
8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code)				<input checked="" type="checkbox"/>		9A. Amendment Of Solicitation No. W52H09-04-R-0356	
				<input type="checkbox"/>		9B. Dated (See Item 11) 2004JUL16	
				<input type="checkbox"/>		10A. Modification Of Contract/Order No.	
				<input type="checkbox"/>		10B. Dated (See Item 13)	
Code		Facility Code					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. 2004OCT12 03:30pm Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning <u>2 signed</u> copies of the amendments: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting And Appropriation Data (If required)							
13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS It Modifies The Contract/Order No. As Described In Item 14.							
<input type="checkbox"/> A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A. The Changes Set Forth In Item 14 Are Made In							
<input type="checkbox"/> B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, etc.) Set Forth In Item 14, Pursuant To The Authority of FAR 43.103(b).							
<input type="checkbox"/> C. This Supplemental Agreement Is Entered Into Pursuant To Authority Of:							
<input type="checkbox"/> D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the Issuing Office.							
14. Description Of Amendment/Modification (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) SEE SECOND PAGE FOR DESCRIPTION							
Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. Name And Title Of Signer (Type or print)				16A. Name And Title Of Contracting Officer (Type or print)			
15B. Contractor/Offeror _____ (Signature of person authorized to sign)		15C. Date Signed		16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)		16C. Date Signed	
NSN 7540-01-152-8070 PREVIOUS EDITIONS UNUSABLE				30-105-02		STANDARD FORM 30 (REV. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52H09-04-R-0356 MOD/AMD 0006	Page 2 of 3
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Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION

The purpose of this amendment is:

1. To request initial and revised proposal, which must be received by 3:30 PM CT on October 12, 2004.
As a reminder your proposal must include all of the following to be considered for award:
 - a. Technical
 - b. Price
 - c. Past Performance (Attachment 004)
 - d. Small Business Participation (Attachment 006)
2. To change the due date on the Safety Assessment Report from 30 days to 90 days after contract award.
3. To change the delivery schedule as follows:
 - a. Phase I test units are to be ready and/or delivered for testing 120 days after contract award.
 - b. Phase II test units are to be ready and/or delivered for testing 120 days after approval is granted to proceed to Phase II testing.
 - c. Production units are due 150 days after approval of Phase II testing and are to be delivered at a maximum rate of 250 per month.
4. To change the minimum guaranteed quantity as follows:

The Government will pay for the test cost associated with Phase I testing once the 30 test units are ready and/or delivered for testing.

If the contractor is authorized to proceed with the Phase II testing the contractor will receive payment for the Phase I test units.
5. To change the ordering periods dates as follows:

 Ordering Period 1: Phase II Testing Approval to 31 Dec 07
 Ordering Period 2: 01 Jan 2008 to 31 Dec 2008
 Ordering Period 3: 01 Jan 2009 to 31 Dec 2009
 Ordering Period 4: 01 Jan 2010 to 31 Dec 2010
 Ordering Period 5: 01 Jan 2011 to 31 Dec 2011
6. To incorporate DFAR Clause 252.242-7000, Post Award Conference.
7. To incorporate the clause entitled "Surge Option" into Section I of the solicitation. The surge option delivery schedule is due within 30 days after contract award.
8. All other terms and conditions of the solicitation remain unchanged as a result of this amendment.

*** END OF NARRATIVE A 007 ***

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Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

<u>Status</u>	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1 ADDED	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991

SURGE OPTION

(a) General. The Government has the option to accelerate the rate of delivery called for under this contract, at a price or cost to be established by negotiation as provided in this clause.

(b) Schedule. The Contractor shall, within 30 days after contract award, furnish the Contracting Officer a delivery schedule showing the maximum sustainable rate of delivery for items in this contract. This delivery schedule shall provide acceleration by month up to the maximum sustainable rate of delivery achievable within the Contractor's existing facilities, equipment, and subcontracting structure. The Contractor shall not revise the option delivery schedule without approval from the Contracting Officer.

(c) Exercise of Option.

- (1) The Contracting Officer may exercise this option at any time before the expiration of the contract.
- (2) The Contracting Officer will provide a preliminary oral or written notice to the Contractor stating the quantities to be accelerated under the terms of this clause, followed by a contract modification incorporating the transmitted information and instructions.
- (3) The Contractor will not be required to deliver at a rate greater than the maximum sustainable delivery rate under paragraph (b)(2) of this clause.

(d) Price Negotiation.

- (1) Unless the option cost or price was previously agreed upon, the Contractor shall, within 30 days from the date of option exercise, submit to the Contracting Officer a cost or price proposal (including a cost breakdown) for the accelerated items.
- (2) Failure to agree on a cost or price in negotiations resulting from the exercise of this option shall constitute a dispute concerning a question of fact within the meaning of the Disputes clause of this contract. However, nothing in this clause shall excuse the Contractor from proceeding with the performance of the contract, as modified, while any resulting claim is being settled.

(End of Clause)